

REMARKS

In the Office Action¹, the Examiner took the following actions:

objected to the drawings;

rejected claims 1, 2, 12, and 13 on the ground of non-statutory obviousness-type double patenting as being unpatentable over claims 1 and 4 of U.S. Patent No. 7,584,457 B2 to Hammerich et al. ("*Hammerich*");

rejected claims 3-6, 10, 11, 15-17, 20, and 21 on the ground of non-statutory obviousness-type double patenting as being unpatentable over claims 1 and 4 of *Hammerich* in view of "Java and XML Data Binding" to (McLaughlin, 2002) ("*McLaughlin*");

rejected claims 7, 8, 18, and 19 on the ground of non-statutory obviousness-type double patenting as being unpatentable over claims 1 and 4 of *Hammerich* in view of U.S. Patent No. 6,754,884 B1 to Lucas et al. ("*Lucas*");

rejected claims 5 and 16 under 35 U.S.C. § 112, second paragraph; and

rejected claims 1-8 and 10-21 under 35 U.S.C. § 103(a) as being unpatentable over *McLaughlin* in view of *Lucas*.

By the present Amendment, Applicant amends claims 1, 3, 5, 12, 14, and 16.

Exemplary support for the amended features can be found on page 2, line 17 to page 3, line 4 and page 4, lines 22-28. Further, exemplary support for the amended features included in the Amendment filed on November 25, 2009 can be found on page 2, lines 17-34 of the originally-filed specification. Claims 1-8 and 10-21 remain pending.

I. Objection to the Drawings

On page 6 of the Office Action the Examiner objected to the drawings stating

¹ The Office Action may contain statements reflecting characterizations of the related art and the claims. Regardless of whether any such statement is identified herein, Applicant declines to automatically subscribe to any statement or characterization in the Office Action.

that the "drawings must show each and every feature of the invention specified in the claims." Applicant respectfully traverses the objection. In order to advance prosecution, however, Applicant has amended the drawings as suggested by the Examiner on page 7 of the Office Action. Accordingly, Applicant respectfully requests that the Examiner's objection to the drawings be withdrawn.

II. Double Patenting Rejections

In the Office Action, the Examiner provisionally rejected: claims 1, 2, 12, and 13 on the ground of non-statutory obviousness-type double patenting as being unpatentable over claims 1 and 4 of *Hammerich*; claims 3-6, 10, 11, 15-17, 20, and 21 on the ground of non-statutory obviousness-type double patenting as being unpatentable over claims 1 and 4 of *Hammerich* in view of *McLaughlin*; and rejected claims 7, 8, 18, and 19 on the ground of non-statutory obviousness-type double patenting as being unpatentable over claims 1 and 4 of *Hammerich* in view of *Lucas*.

Applicant respectfully traverses each of the double patenting rejections and asserts that, as amended, claims 1-8 and 10-21 are not obvious in view of combinations of *Hammerich*, *McLaughlin*, and *Lucas*. In order to advance prosecution, however, Applicant files herewith a Terminal Disclaimer. Accordingly, Applicant respectfully requests withdrawal of the double patenting rejections of claims 1-8 and 10-21.

III. Rejection of Claims 5 and 16 under 35 U.S.C. § 112, second paragraph

Applicant respectfully traverses the rejection of claims 5 and 16 under 35 U.S.C.

§ 112, second paragraph as being allegedly indefinite.² To advance prosecution, however, Applicant has amended claims 5 and 16.

For at least the foregoing reasons, Applicant asserts that claims 5 and 16 fully meet the requirements of 35 U.S.C. § 112, second paragraph, and request the Examiner to withdraw the 35 U.S.C. § 112 rejection of claims 5 and 16.

IV. Rejection of Claims 1-8 and 10-21 under 35 U.S.C. § 103(a)

Applicant respectfully traverses the rejection of claims 1-8 and 10-21 under 35 U.S.C. § 103(a) as being unpatentable over *McLaughlin* in view of *Lucas*. A *prima facie* case of obviousness has not been established with respect to these claims.

The key to supporting any rejection under 35 U.S.C. § 103 is the clear articulation of the reason(s) why the claimed invention would have been obvious. Such an analysis should be made explicit and cannot be premised upon mere conclusory statements. M.P.E.P. § 2142, 8th Ed., Rev. 6 (September 2007). "A conclusion of obviousness requires that the reference(s) relied upon be enabling in that it put the public in possession of the claimed invention." M.P.E.P. § 2145. "[T]he framework for objective analysis for determining obviousness under 35 U.S.C. § 103 is stated in *Graham v. John Deere Co.*, 383 U.S. 1, 148 U.S.P.Q. 459 (1966). . . . The factual inquiries . . . [include determining the scope and content of the prior art and] . . . [a]scertaining the differences between the claimed invention and the prior art." M.P.E.P. § 2141(II). "Office personnel must explain why the difference(s) between the

² Applicant asserts that a program written in XML is a non-limiting example of the claimed "definition instructions" included on page 3, lines 6-11 of the originally-filed specification and the claimed feature is not limited to this example. See page 3, lines 11-15 of the originally-filed specification.

prior art and the claimed invention would have been obvious to one of ordinary skill in the art.” M.P.E.P. § 2141(III).

Independent claim 1 recites a computer-implemented method comprising, among other steps “determining whether the object is relying on a feature of the class that is not promised by the class . . . verifying whether implementation of the provider class is in compliance with a promise of the provider class, the verification being performed by using the interface . . . and validating the script code section by comparing the symbol table with the set of implementation instructions.”

McLaughlin discloses:

Once you've developed your constraints, **you** need to perform some level of testing before you run your class generation tools on them. This is a crucial step, as it verifies that your data is going to match up with your constraints. Write several XML document (or use existing ones, if you have them already) and validate them against your new constraints Testing many different documents is the best way to make sure you didn't misname or leave something out Once you've got the verified constraint model and are happy with it, you're ready to move on to a binding schema. (Section 3.1.1, paragraph 3).

Lucas discloses:

[A] Javascript-aware parser (e.g. parser 105) is equipped to recognize XML data type declarations and associate them with the appropriate items in the corresponding symbol table (e.g., variables, function parameters, function return values, etc.). Interpreter 104 uses this type of information to determine the semantics of operations performed on values of type XML, and for example, to decide when to implicitly coerce values to or from-the XML type. (Col. 3, line 64 to col. 4, line 5).

Neither of these references, however, teach, suggest, or render obvious at least

“determining whether the **object is relying on a feature of the class that is not promised by the class**” and “verifying whether implementation of **the provider class is in compliance with a promise of the provider class**, the verification being performed by using the interface,” (emphasis added) as recited in claim 1. This is because *McLaughlin* merely discloses testing documents before generating classes, and *Lucas* merely discloses recognizing XML data type declarations and associating them with the appropriate items in the corresponding symbol table. The testing of *McLaughlin* that is performed on documents and before classes are generated or the associating XML data type declarations with appropriate items disclosed in *Lucas* do not constitute the claimed “determining” or “verifying” at least because neither *McLaughlin* nor *Lucas* discloses or suggests determining “whether the object is relying on a feature of the class that is not promised by the class,” as recited in claim 1. There is no disclosure of reliance by an object on a feature not promised by a class in *McLaughlin* or *Lucas*.

Moreover, *McLaughlin* and *Lucas* do not teach, suggest, or render obvious “verifying whether implementation of the **provider class** is in compliance with a **promise** of the provider class,” (emphasis added) as further recited in claim 1. There is no disclosure of a provider class in *McLaughlin* or *Lucas*.

Accordingly, the Office Action has not clearly articulated a reason as to why the claim would have been obvious to one of ordinary skill in view of the prior art. Therefore, a *prima facie* case of obviousness has not been established for claim 1 and the Examiner should withdraw the rejection of the claim under 35 U.S.C. § 103(a).

Independent claim 12, while of different scope, recites features similar

to those of claim 1 and is thus are allowable over *McLaughlin* and *Lucas* for reasons similar to those discussed above in regard to claim 1. Dependent claims 2-8, 10, 11, and 13-21 are also allowable at least due to their dependence from one of the independent claims and further due to the features recited therein.

Accordingly, for at least the reasons noted above, the rejection under 35 U.S.C. § 103(a) is improper and should be withdrawn.

CONCLUSION

In view of the foregoing amendments and remarks, Applicant respectfully requests reconsideration and reexamination of this application and the timely allowance of the pending claims.

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 06-0916.

Respectfully submitted,

FINNEGAN, HENDERSON, FARABOW,
GARRETT & DUNNER, L.L.P.

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By: 

Philip J. Hoffmann
Reg. No. 46,340